

RECORDATION NO. 19001 - N
FILED

NOV 17 '06 -3 17 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

November 17, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination, Release of Lien and Bill of Sale, dated as of July 1, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission and Board under Recordation Number 19001.

The names and addresses of the parties to the enclosed document are:

Lessee: Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179-0001

Owner Trustee/
Lessor: U.S. Bank National Association, not in its
individual capacity except as otherwise
expressly provided, but solely as Owner
Trustee
225 Franklin Street
Boston, MA 02110

Mr. Vernon A. Williams
November 17, 2006
Page 2

Indenture Trustee: U.S. Bank National Association
225 Franklin Street
Boston, MA 02110

A description of the railroad equipment covered by the enclosed document
is:

23 hopper railcars TERMINATED within the series CTRN 601001 – CTRN
601581, as more particularly set forth in the attachment to the document.

A short summary of the document to appear in the index is:

Lease Termination, Release of Lien and Bill of Sale.

Also enclosed is a check in the amount of \$34.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO. 19001-N FILED

NOV 17 '06 -3 17 PM

SURFACE TRANSPORTATION BOARD

(SPT 1994-A)

LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of July 1, 2006

Among

UNION PACIFIC RAILROAD COMPANY,

as Lessee

U.S. BANK, NATIONAL ASSOCIATION,

not in its individual capacity except as otherwise expressly provided,
but solely as Owner Trustee/Lessor

and

U.S. BANK, NATIONAL ASSOCIATION,

as Indenture Trustee

THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA AND, UPON SUCH FILING OR DEPOSIT, EACH OF THE DOCUMENTS DESCRIBED ON EXHIBIT B ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE TERMINATED EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO.

THIS LEASE TERMINATION, RELEASE OF LIEN AND BILL OF SALE (this "Agreement"), dated as of July 1, 2006, among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), U.S. BANK, NATIONAL ASSOCIATION (successor to State Street Bank and Trust Company), not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and U.S. BANK, NATIONAL ASSOCIATION, as Indenture Trustee (the "Indenture Trustee").

WITNESSETH

WHEREAS, the Lessee, the Lessor, and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (SPT 1994-A), the Lessor and the Lessee have heretofore entered into a Lease Agreement (SPT 1994-A) and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement (SPT 1994-A), each dated as of September 29, 1994 (such documents referred to herein as the "Participation Agreement," the "Lease," and the "Indenture," respectively). (Capitalized terms used herein without definition shall have the respective meanings set forth in the Participation Agreement); and

WHEREAS, twenty-three (23) Open Hoppers have suffered an Event of Loss and the Lessee has elected not to replace such equipment and shall pay the Stipulated Loss Value and all other amounts required to be paid with respect to such units of equipment under the Lease; and

WHEREAS, a pro rata portion of each applicable Equipment Trust Certificate applicable to the equipment suffering an Event of Loss has been redeemed in accordance with the Indenture; and

WHEREAS, the Indenture provides for the transfer of all of the Indenture Trustee's right, title and interest in and to the equipment suffering an Event of Loss to the Owner Trustee and the release of such units of equipment from the Lien of the Indenture, and the Lease provides for the termination of the Lease with respect to such units of equipment and the transfer of the Lessor's right, title and interest in and to such units of equipment to the Lessee, in each case if the Lessee has paid the Stipulated Loss Value and all other amounts payable applicable to such units of equipment and needed to effect a partial redemption of the Equipment Trust Certificate related thereto.

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. The Lien of the Indenture with respect to the equipment listed on Exhibit A attached hereto and incorporated herein by this reference (the "Terminated Equipment") is hereby released and canceled, and the Indenture Trustee does hereby grant, bargain, sell, transfer and convey unto the Owner Trustee all of its right, title and interest in and to the Terminated Equipment, free and clear of all liens, security interests and other encumbrances created in or retained by it under the Indenture, to have and to hold all and singular the Terminated Equipment unto the Owner Trustee, its successors and assigns forever.

2. The Lease is hereby terminated and canceled with respect to the Terminated Equipment, and the Lessor does hereby grant, bargain, sell, transfer and convey unto the Lessee, all of its right, title and interest in and to the Terminated Equipment, "as is, where is," free and clear of all right, title and interest of Lessor, or any Affiliate thereof, and Lessor's Liens, to have and to hold all and singular the Terminated Equipment unto the Lessee, its successors and assigns forever.

3. Except as amended hereby, the Lease and the Indenture are hereby confirmed and ratified and shall continue in full force and effect.

4. This document may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

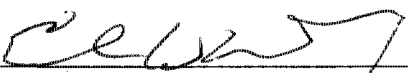
5. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada and, upon such filing or deposit, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Terminated Equipment.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.


UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: 
Name: Gary W. Grosz
Title: Assistant Treasurer

U.S. BANK, NATIONAL ASSOCIATION,
not in its individual capacity except as otherwise expressly
provided, but solely as Owner Trustee, as the Owner
Trustee and the Lessor

By: 
Name: EARL W. DENNISON JR.
Title: VICE PRESIDENT

U.S. BANK, NATIONAL ASSOCIATION,
as Indenture Trustee

By: 
Name: EARL W. DENNISON JR.
Title: VICE PRESIDENT

VICE PRESIDENT
EARL W. DENNIS JR.

VICE PRESIDENT
EARL W. DENNIS JR.

State of Nebraska)
)
County of Douglas)

ss

On this 15th day of November, 2006, before me, a notary public, personally appeared Gary W. Gross, to me personally known, who being by me duly sworn says that he is the Asst. Treasurer of UNION PACIFIC RAILROAD COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Pam Neuman
Notary Public

My Commission Expires: 12-15-06

State of)
)
County of)

ss

On this _____ day of _____, 2006, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he or she is the _____ of U.S. BANK, NATIONAL ASSOCIATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires

State of)
)
County of)

ss

On this _____ day of _____, 2006, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he or she is the _____ of U.S. BANK, NATIONAL ASSOCIATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

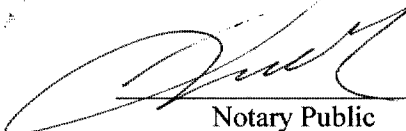
Notary Public

My Commission Expires

State of Nebraska)
)
County of Douglas) ss

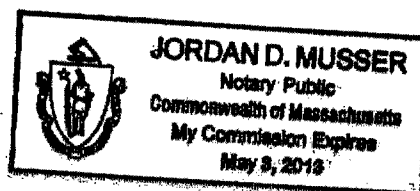
On this ____ day of _____, 2006, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of UNION PACIFIC RAILROAD COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)


Notary Public

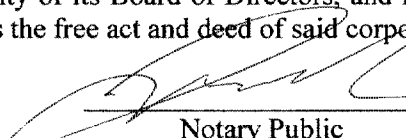
My Commission Expires:

State of Massachusetts)
)
County of Suffolk) ss



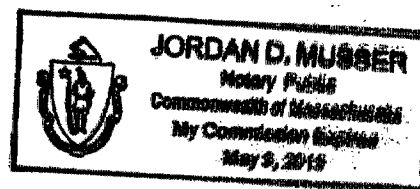
On this 13th day of November, 2006, before me, a notary public, personally appeared Earl W. Dennison Jr., to me personally known, who being by me duly sworn says that he or she is the Vice President of U.S. BANK, NATIONAL ASSOCIATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)


Notary Public

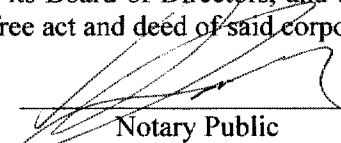
My Commission Expires

State of Massachusetts)
)
County of Suffolk) ss

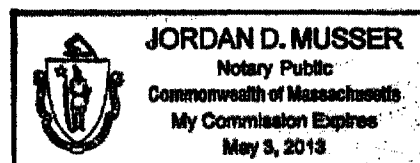


On this 13th day of November, 2006, before me, a notary public, personally appeared Earl W. Dennison Jr., to me personally known, who being by me duly sworn says that he or she is the Vice President of U.S. BANK, NATIONAL ASSOCIATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)


Notary Public

My Commission Expires

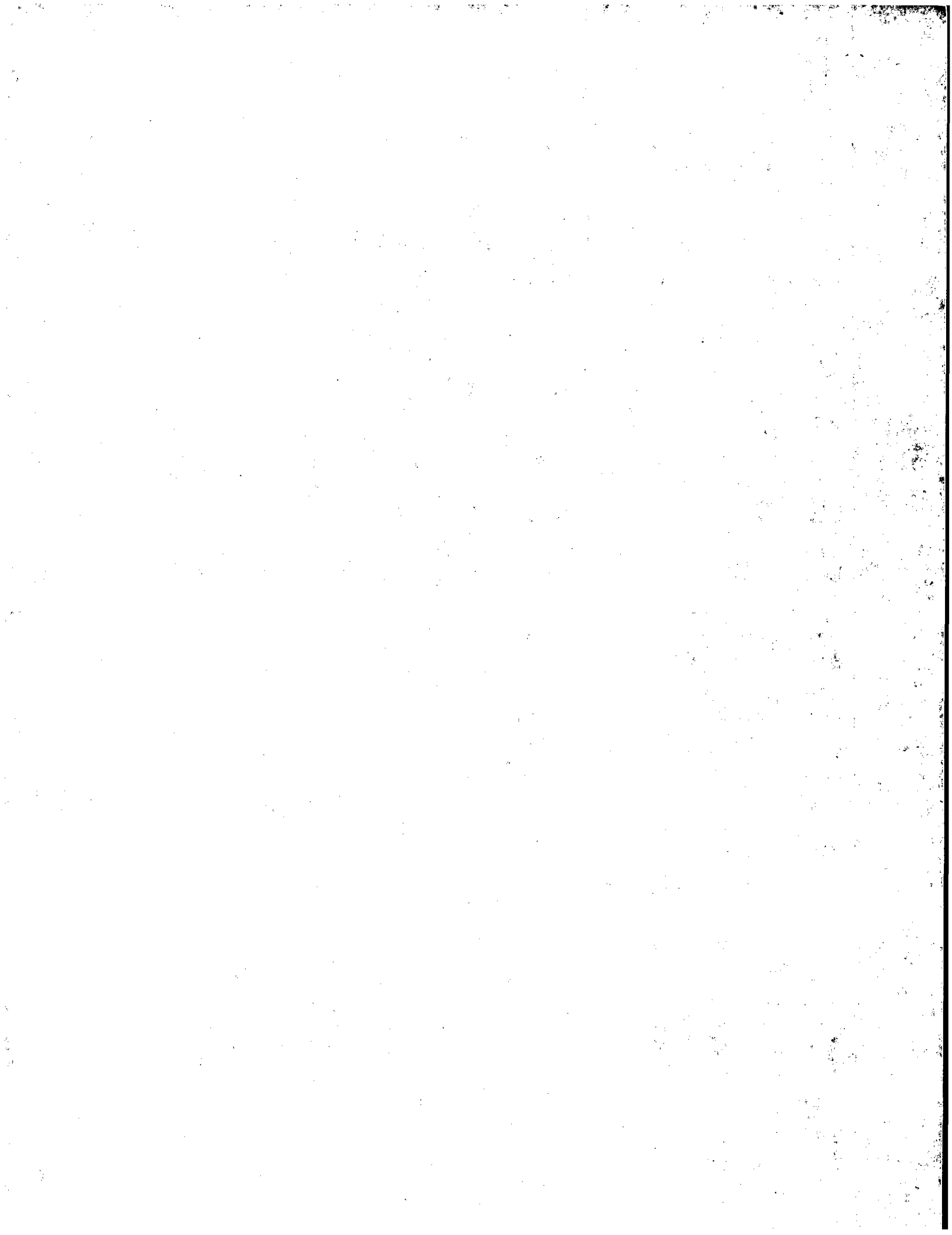


SCHEDULE OF TERMINATED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
Open Hopper	1	CTRN 601001
Open Hopper	1	CTRN 601037
Open Hopper	1	CTRN 601071
Open Hopper	1	CTRN 601097
Open Hopper	1	CTRN 601129
Open Hopper	1	CTRN 601138
Open Hopper	1	CTRN 601153
Open Hopper	1	CTRN 601158
Open Hopper	1	CTRN 601170
Open Hopper	1	CTRN 601184
Open Hopper	1	CTRN 601237
Open Hopper	1	CTRN 601257
Open Hopper	1	CTRN 601284
Open Hopper	1	CTRN 601299
Open Hopper	1	CTRN 601336
Open Hopper	1	CTRN 601430
Open Hopper	1	CTRN 601474
Open Hopper	1	CTRN 601513
Open Hopper	1	CTRN 601514
Open Hopper	1	CTRN 601518
Open Hopper	1	CTRN 601531
Open Hopper	1	CTRN 601564
Open Hopper	1	CTRN 601581

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement dated September 29, 1994	September 29, 1994	19001
Trust Indenture and Security Agreement dated September 29, 1994	September 29, 1994	19001-A
Lease Supplement No. 1 dated September 29, 1994	September 29, 1994	19001-B
Trust Indenture Supplement No. 1 dated September 29, 1994	September 29, 1994	19001-C
Lease Supplement No. 2 dated October 31, 1994	October 31, 1994	19001-D
Trust Indenture Supplement No. 2 dated October 31, 1994	October 31, 1994	19001-E
Lease Supplement No. 3 dated November 30, 1994	November 30, 1994	19001-F
Trust Indenture Supplement No. 3 dated November 30, 1994	November 30, 1994	19001-G
Lease Supplement No. 4 dated December 28, 1994	December 22, 1994	19001-H
Trust Indenture Supplement No. 4 dated December 28, 1994	December 22, 1994	19001-I



ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Canadian Document Key Number</u>
Memorandum of Lease Agreement dated September 29, 1994	September 29, 1994	9311
Trust Indenture and Security Agreement dated September 29, 1994	September 29, 1994	9313
Lease Supplement No. 1 dated September 29, 1994	September 29, 1994	9312
Trust Indenture Supplement No. 1 dated September 29, 1994	September 29, 1994	9314
Lease Supplement No. 2 dated October 31, 1994	October 31, 1994	9308
Trust Indenture Supplement No. 2 dated October 31, 1994	October 31, 1994	9307
Lease Supplement No. 3 dated November 30, 1994	November 30, 1994	9309
Trust Indenture Supplement No. 3 dated November 30, 1994	November 30, 1994	9310
Lease Supplement No. 4 dated December 28, 1994	December 28, 1994	9303
Trust Indenture Supplement No. 4 dated December 28, 1994	December 28, 1994	9304